

PROFESSIONAL CARDS.

[illegible]

THE DAILY NEWS-Extra.

RALEIGH, N. C., MARCH 31, 1876.

STATE vs. TURNER.

Evidence of Geo. W. Swepson, Esq.

TUESDAY March, 30 1876.
Court met at 10 o'clock, Geo. W. Swepson, witness for Turner, still upon the stand.

Q—Why was the judgment on the Bond given to repay to you (Swepson) the money that you advanced for the purchase of the *Sentinel*, taken in the name of R. Y. McAden as plaintiff instead of being taken in your name?

A—The Bond was in the hands of Judge Merrimon and as other judgments were being taken against Mr. Josiah Turner Sr., I desired that judgment should be taken on this Bond also. I instructed Mr. Rosenthal to have the case managed in Orange Court, as Mr. Josiah Turner, Jr., might direct. Mr. Rosenthal informed me he sent the note at the request of Mr. Josiah Turner, Jr., to Mr. Strayhorn, Mr. Turner's Law Partner, to take the judgment. I cannot say why it was taken in the name of Rufus Y. McAden. Perhaps Mr. Strayhorn can explain it. The note has never been assigned to Mr. McAden by me, although I had some year or two before promised Mr. McAden to set apart that debt together with some others to repay him moneys he had advanced for me. When I understood the judgment had been taken in the name of R. Y. McAden I made no objection because I was then and am now largely indebted to Mr. McAden. When that debt is collected, if at all, I expected McAden to credit me with the amount so collected.

Q—Have you any letters from yourself to Mr. Josiah Turner, Jr., concerning the matters and transactions between yourself and him which have been referred to herein? If you answer yes, produce letters, that the same may be copied and filed as a part of your evidence in this case.

A—I have found some of the letters which I herewith hand to the Court. I think I have others which I have not been able to find as I have had very little time to look for them. They are marked, B 1, 2 and 3. [The letters were read by Col. T. C. Fuller to the Court.]

Q—Mr. Turner has said that he indignantly rejected the proposition made to him by Dr. Blacknall to purchase the *Sentinel*; State whether, after that time, Mr. Turner proposed to dispose of the *Sentinel* to you? If you answer that he did, state when, where and all about it?

A—Some weeks after the election in 1872, but before the time when the *Sentinel* office was blown up, I was in Raleigh in the Yarbrough House after supper and Mr. Josiah Turner, Jr., came into my room and remarked "I am now ready to lease the *Sentinel*. If I prepare to do the public printing I shall have to expend about \$2500.00 and I haven't got the money, or words to that effect; my reply (as well as I can recollect, was as follows.) "Mr. Turner, I don't know any one who wishes to either lease or buy the *Sentinel* now." Mr. Turner very soon turned and left the room, I would like to state if the Court will permit me to do so, the reason why I recollect this so distinctly: it was because of my surprise at Mr. Turner's wish to lease the *Sentinel*, and I mentioned this matter very soon afterwards to Rufus Y. McAden and my wife and I have had frequent conversations about it since with my wife and Mr. McAden.

RE-DIRECT BY TURNER.
Q—What message, did Dr. Blacknall bring you from my room when he was sent to buy the *Sentinel* in 1872?

A—I did not understand that Dr. Blacknall was sent to buy the *Sentinel*. I understood that that he was sent to see if Mr.

Turner would sell it. I do not remember exactly what he said but understood that Mr. Turner declined to sell.

Q—Was the message delivered to you or Capt. Robinson, or who?

A—I cannot remember exactly to whom it was delivered, as I have before stated in my direct examination, there was a good deal of talk about the Hotel on this matter of the purchase of the *Sentinel* for the Democratic party and they desired to get rid of Mr. Turner as editor. I afterwards learned that Mr. Turner himself was in the meeting of the Democrats heretofore mentioned in my examination at which meeting Gen. Daniel M. Barringer presided.

Q—What was the date of the last money transaction you had with Mr. Turner?

A—The papers already furnished will show; if you let me see them I will state the exact time. From the account before me I think the last money transaction between Mr. Turner and myself, was in July 1869. I stopped loaning Mr. Turner money; then transactions between us ceased and we have had no transactions since, that I can remember. If there has been any since that time I do not now remember.

Q—What was that transaction?

A—The last transaction referred to as well as I remember between Mr. Turner and myself as being in July 1869, was my having to take up an acceptance of Mr. Turner's dated the 15th of May 1869 and due 60 days date.

Q—What notes and how many other evidences of debt have you filed in this case against Turner which had been paid?

A—I know of two. One an order of Turner's for \$210.00 requesting me to send that sum of money to Brown, Parks & Co. The other a Draft of Turner's for \$300 payable to a man by the name of Monteiro and I stated at the time of filing them here that they had been paid and I also filed a copy of a letter going to show that they had been paid, and I delivered them or directed them to be delivered to him in the progress of this trial. If any of the other vouchers have ever been paid I do not know it. The account as made out by Rosenthal who kept my accounts shows that these last mentioned vouchers have not been paid. The account also shows that no claim was made against Turner for Brown, Parks & Co., matter of the Monteiro Draft.

Q—Did you make an assignment, and when, of all your personal and real estate and debts and chose in action? To whom, and where?

A—I never did; I made a deed of trust on nearly all of my real estate situated in the counties west of Salisbury, N. C.; and on nothing else.

Q—Did you loan money to Turner with a view to corrupt or procure his services as a man, or editor?

A—I did not—I loaned Mr. Turner the money because I liked him, and desired to aid him, and I thought he was a friend of mine and would repay me money loaned.

Q—The order for \$90, to be paid to Major Gales in 1868 was not that made in view of the fact that it was to be paid out of the proceeds of the \$5000.00 bond in the possession of Judge Merrimon?

A—The account as made out by Mr. Rosenthal I suppose shows all the money advanced to Mr. Turner by me from Nov. 14th, 1868, to July 1869, and this \$90, referred to, is the fourth item in the account, and I understood it to be, and it was, a part of the money for the purchase of the *Sentinel* and to run the *Sentinel*. I would like to go on and state that by reference

to the account as made out by Mr. Rosenthal, shows that the credit for the \$5000, bond is entered.

Q—Is Mr. Turner to the order. A—I think not. Here is an open unsettled account between Mr. Turner and myself in which there are a great many charges, and this is one of the vouchers in support of that account. I am ready to turn that and all the balance of the vouchers over whenever Mr. Turner will either pay the money or close the matter by note.

Q—Did you have any hand or agency in making Mr. Turner President of the N. C. R. R. Company?

A—I have before stated I had nothing to do with it that I remember except to talk with Mr. Turner some little about it, I could do nothing for him before the stockholders and never said anything to Governor Worth about it. I do not think I spoke to one of the Directors who were elected or appointed in 1867, in Turner's behalf.

Q—Are you sure that you got pay for your old R. R. bonds at the time you stated?

A—I cannot say that they were paid at the time stated in the correspondence between Mr. Turner and myself, but I think the R. R. Company paid some of my bonds and some of the bonds held by the Raleigh National Bank, they were paid during Mr. Turner's Presidency of the Road, and I understood that they paid bonds to other parties while he was President, I do not know that Mr. Turner showed me any special favor as president of the Road unless he did give me the preference in the payments, as he stated in one of his letters that I should be paid if any body was, or words of that effect, whether or not other parties were then making application for the payment of their bonds I do not know.

Q—Did you ever receive pay for bonds or anything else connected with the Road during Mr. Turner's administration except through the Treasurer or through a legal and proper channel?

A—I never did.

Q—Did Mr. Turner refuse to pay one of the bonds you presented because a bond of that number, amount and date of the one you presented was reported by a committee to have been cancelled and burnt?

A—I do not know whether or not Mr. Turner had anything to do with the refusal of the Treasurer of the Road to pay me one of the bonds which I sent up for collection, I sent up several bonds for collection; the Treasurer returned one saying a bond of that amount and date was reported by the sinking fund commission of the Road as having been paid and burnt. I at once returned the bond so returned to me, I at once returned that bond to Mr. Mendenhall of Greensboro who had sent me a number of the bonds of the R. R. requesting me to collect them for him. I had no interest whatever in the bond which they refused to pay. I understand there was a suit between Mr. Mendenhall and the Rail Road Company about this bond and that Mr. Mendenhall recovered the amount.

Q—When payment was refused, have you any reason to believe that Mr. Turner the President thought the bond was your property?

A—I have no reason to believe that Mr. Turner knew anything about it, as I received a letter from the Treasurer Caldwell relative to the matter. I suppose Caldwell can tell whether or not it was done under Turner's direction.

Q—During Turner's Presidency was suit brought and subsequently judgment obtained against you for the value of \$20,000 worth of bonds?

[Same question asked and answered by the witness several days ago.]

A—Suit was brought as stated. I understood from my attorney it had not been decided. I am now to-day informed by my attorney that the case stands as follows: There is an opinion of the Supreme Court declaring Swepson's liability for the value of the bonds and the propriety of the Superior Courts making an order of reference to ascertain the value of the bonds in controversy. No such order has yet been made and there is no final decree or judgment in the case. The suit is still pending in Wake County Superior Court.

Q—Did you not tell me that you had conveyed or assigned to R. Y. McAden or that McAden owned the \$5000 bond given by Josiah Turner Sr., and his four sons, and did I not tell you Dr. Hooker the guardian and the four sons would accept service and confess judgment on the bonds with a view of saving the costs and did they not do so and was not that with you and McAden's understanding?

A—I do not remember having stated to Turner that I had assigned or transferred that department to McAden, as I had done so. I think it very probable I did tell Turner that the money when collected was to go to McAden or that I had set apart that debt the proceeds of which when collected was to go to McAden. I had frequent talks with Turner about it and Turner did desire to save costs in the matter and have the judgment taken and that was the reason why Rosenthal was instructed to have the matter managed as Turner desired. I do not know that McAden understood all about it as I had the entire management of the matter, I may or I may not have told him about it.

Q—Has not McAden since suit has been brought on this Bond claimed the debt and do you doubt that was the reason why judgment was taken in his name, and have you put up any claim to it since the suit was commenced.

A—I have no doubt of McAden's claiming the debt he has already collected a small portion of the interest by the sale of some of the property of Josiah Turner Sr., deceased. I do have an interest in it and I have had to employ counsel to attend to this suit and had to pay him for doing so and McAden will give me credit for the moneys on my debt to him as the amounts are collected. While the judgment stands in the name of McAden I am in fact the real owner of the judgment because I get no credit from McAden on my indebtedness to him until he makes collection I have had to employ and pay a lawyer to attend to this matter in Orange County Court and in the Supreme Court here, I have an idea McAden knew the judgment was to be in his name and I certainly did not so understand it, but as I have before stated it made no difference with me for I did not care whether it was taken in my name or McAden's because of my indebtedness to him.

Court adjourned till Friday morning 10 o'clock.

[“B.” No. 1.]
HAW RIVER, June 10, 1866.
Hon. Josiah Turner.

DEAR SIR:—On yesterday I reached home and find your favor of the 25th inst. I am satisfied that if Gov. W. will intimate to Moore that you are his preference for Pres't, that he will support you heartily. I don't think I could do much before the Stockholders. The same old directors will be elected, so far as I am concerned; I care nothing about the appointment. I will in any case do all I can for you; but if you are elected Pres. the Gov. will have to intimate in very plain terms his preference for you, to all his appointees. I suppose the appointments will be made very soon, I would suggest to you that now is the

time for you to be at work, and work diligently. I got to Raleigh Wednesday morning. Suppose you go down with me.

I am, very truly, your friend,
Geo. W. SWEPSON.

A true copy, A. Magnin, J. P.
[“B.” No. 2.]

HAW RIVER, October 25, 1867.
(CONFIDENTIAL.)

Hon. Josiah Turner.

DEAR SIR:—I went to Raleigh Wednesday which is the first time since the 28th Sept. I find money very scarce, so much so that nearly every one who has deposits in the Bank is drawing their fund. Cotton being so low no one is selling. The directors were about bringing suit upon all the past due papers in the Bank. I prevented any action on your debts, I found the Bank had \$5900 N. C. R. Roads bonds past due. I assured the Bank that under the circumstances I was very certain you would forthwith have the \$5000 R. R. bonds paid. The bonds were consequently given to Rosenthal to be handed to you for payment, he will go to the shops to-morrow, Saturday, also Monday and Wednesday following, to see you, he is instructed to say nothing to any one else, but to give you the Bonds, and that you will pay them. He will send the money to Raleigh. I think you ought to do this for your friends and Gulick and Col. Pulliam, they wish you to renew your debt in Bank for 3 or 4 months as all past due paper has to be reported to Washington, and we have been repeatedly reprimanded on account of the past due paper in the Bank. I feel certain you will in this case have the bonds promptly paid let Mordecia and Holt wait by the way, I learn Mordecia is damaging your new bonds, for what purpose you may very easily guess: I want to make an arrangement for the Bank at Raleigh to sell your Bonds for a small Commission, I wish you would write Mr. Rosenthal to this place the earliest moment he can find you at the Shops.

Yours truly, your friend,

Geo. W. SWEPSON.

A true copy, A. Magnin, J. P.
[“B.” No. 3.]

HAW RIVER, N. C., Dec. 9, 1871.
Hon. Josiah Turner.

DEAR SIR:—Mr. Rosenthal who keeps my accounts, or rather who formerly kept them informs me that after deducting from the sum furnished you the five thousand dollars and interest for which your father gave bond and on which Judgment was taken at the last term of Orange County, there is due on somewhere about one Hundred dollars, I wrote to beg that you will pay this same over to Mr. Rosenthal as soon as you can as I am greatly in want of it to pay current expenses.

Very respectfully,

Geo. W. SWEPSON.

A true copy, A. Magnin, J. P.
[“A.” No. 1.]

One day after date I promise to pay George W. Swepson one hundred dollars for value received.

JOSIAH TURNER, JR.

Nov. 14th, 1868.

A true copy, A. Magnin, J. P.
[“A.” No. 2.]

Due George W. Swepson, one hundred dollars, borrowed money.

JOSIAH TURNER, JR.

Dec. 5th 1868.

A true copy, A. Magnin, J. P.
[“A.” No. 3.]

George W. Swepson will pay Major Gales \$90 (ninety dollars.)

JOSIAH TURNER, JR.

Dec. 11th, 1868.

Endorsed. Received payment.

JOSIAH TURNER, JR.

Per Ramsay.

A true copy, A. Magnin, J. P.
[“A.” No. 4.]

\$444.96cts at sixty days, George W. Swepson will pay to Forest Manufacturing Company \$444.96, and oblige

JOSIAH TURNER, JR.

December 31, 1868.

The name of Geo. W. Swepson written across face, and also the words, “paid by G. W. Swepson, March 5, 1869.” Endorsed on back, “W. B. Allegre, Superintendent.”

A. MAGNIN, J. P.
A true copy.

[“A.” No. 5.]
RALEIGH, N. C., May 15, 1869.

Exchange for \$11.60.

Sixty days after date pay to the order of myself \$311.60, value received and charge the same to account of

(890) GEO. W. SWEPSON.

To Hon. Josiah Turner, Jr., Raleigh, N. C.

Across face, acceptable at Raleigh National Bank, of N. C.

(890) JOSIAH TURNER, JR.

On back, \$250 received June 20, 1869, on the within \$250.

G. W. SWEPSON,

per ROSENTHAL.

Endorsed: G. W. SWEPSON.

A true copy. A. MAGNIN, J. P.

[“A.” No. 6.]
\$300. RALEIGH, N. C.

George W. Swepson will pay at twenty days after sight to Edward Monteiro three hundred dollars.

JOSIAH TURNER, JR.

May 12th, 1866.

Endorsed: Pay W. B. Gulick cashier, E. H. Monterio, W. B. Gulick cashier per R.

A true copy, A. Magnin, J. P.

The original paper delivered to defendant in Court.

A. MAGNIN, J. P.

[“A.” No. 7.] Check.

No. 454; NEW YORK 6 Feb. 1866.

Bank of America, Pay to the bearer, Four hundred dollars \$400.00.

SWEPSON MENDENHALL & Co.

[“A.” No. 7.]

(EXPLANATORY MEMORANDA.)

Nov. 29, 1868 Cash 297.56 Int to Aug. 29 817.84

Feb. 6, 1869 4.00 17.78

July 4, 1868 300 562

July 28, 1868 125 39.78

11.25 39.78

Int. 50 days 1 per 11.81 49

per m. 34.52

A true copy. A. MAGNIN, J. P.

[“A.” No. 8.]

Nov. 14, 1868 To cash, 100.00

To Int't to Nov. 2, 1871, 23.78

123.78

Dec. 2, 1868 To cash, 10.00

To interest as above, 23.28

123.28

Dec. 2, 1868 To cash, 100.00

To interest as above, 23.28

123.28

Dec. 2, 1868 To cash, 90.00

To interest as above, 20.80

110.80

1869 Jan. 15, To cash, 300.00

Int't on 2 above items as above, 126.54

426.54

Feb. 1, To W. E. Pell, 400.00

Interest Nov. 2, 1871 109.38

509.38

March 1, To W. E. Pell, 1,000.00

Interest as above, 213.56

1,213.56

“ 4, W. B. Allegre, 444.96

Interest as above, 94.74

539.70

“ 15, To W. E. Pell, 1,000.00

Interest as above, 207.67

1,207.67

April 3, To W. E. Pell, 1,000.00

Interest as above, 207.67

1,207.67

July 17, Balance of acceptance, 341.00

Interest as above, 105.00

446.00

By bond dated Oct 28, 1868, 5,000.00

By interest to Nov. 2, 1871, 1,207.78

6,207.78

81,015.54

A true copy. A. MAGNIN, J. P.

[“A.” No. 9.]

August 31, 1866.

Hon. Josiah Turner Jr.

HILLSBORO, N. C.

DEAR SIR:—Yours of the 30th at hand with notes enclosed for the Bank and Mr. Swepson. I return herewith the three notes held by the Bank duly cancelled, for which your note now sent is a renewal. Mr. Lineback will add to these the obligations to Mr. Swepson taken up by your note to him.

Very respectfully,

W. B. GULICK,

Cashier.

Mr. Lineback says that two of Mr. Swepson's claims are in his possession, Monterio and Brown, Parks & Co.

Marked across face (copy.)

A true copy, A. Magnin, J. P.